

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

MAYFLOWER TRANSIT, LLC,)	
)	
Plaintiff,)	
)	
v.)	Case No.: 4:05 CV 00106 RWS
)	
SORAGHAN MOVING & STORAGE, INC.,)	
)	
Defendant.)	
)	

DEFAULT JUDGMENT

This Court previously granted plaintiff's motion for preliminary injunction. It did so following a hearing at which plaintiff adduced substantial evidence in support of its motion. Despite notice of that hearing defendant failed to appear and defendant is in default. Pursuant to Rule 65(a)(2), F.R.C.P., the evidence received upon plaintiff's application for preliminary injunction is part of the record and need not be repeated in connection with the issuance of the preliminary injunction. The Court finds that the evidence adduced by plaintiff in support of its motion for preliminary injunction is sufficient for the entry of a permanent injunction upon the same terms.

Upon motion by plaintiff, the Clerk of this Court made entry of default against defendant on November 16, 2005. The Court conducted a hearing upon plaintiff's motion for default judgment on November ^{28 and 29} ~~28~~, 2005. Plaintiff appeared and adduced evidence in support of its motion at that time. Defendant did not appear. Based

upon the evidence adduced by plaintiff and the default of defendant, the Court finds that plaintiff is entitled to the recovery of the judgment it seeks.

ACCORDINGLY, THE COURT HEREBY ORDERS THAT:

1. Judgment is hereby entered by default in favor of plaintiff and against defendant in the amount of three hundred thousand ninety-five dollars and twelve cents (\$300,095.12);

2. Defendant is permanently enjoined from using plaintiff's Trademarks in connection with the sale, offering for sale, or advertising of moving and storage services;

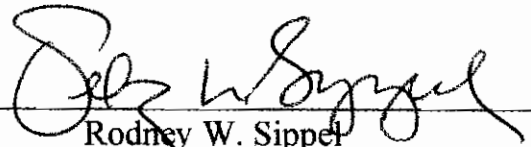
3. Defendant is to return to plaintiff any and all agency documents retained in violation of the Agency Agreement. Specifically, defendant is to return to plaintiff all Bills of Lading (Government Bills of Lading, Uniform Household Goods Bills of Lading, Freight Bills, Uniform Bills of Lading, and Straight Bills of Lading), estimates/orders for service, cube sheets/table of measurement forms, addendums, packing/unpacking certificates and statement of additional services, descriptive inventories, invoices, claim forms, weight tickets, salespersons' notes, and correspondence between the shippers and Soraghan;

4. Defendant is permanently enjoined from destroying, altering or disposing of documents related to any shipment that defendant performed or participated in as an agent of plaintiff; and

5. Defendant is to return to plaintiff any and all documents related to any shipment that defendant performed while an agent of plaintiff.

6. The costs of this action are assessed against defendant.

Dated: November 29, 2005


Rodney W. Sippel
United States District Judge